



1 and conditions contained in the San Diego County Agreement shall be applicable here  
2 except as follows:

3           A.     Wherever the San Diego County Agreement refers to the  
4           Regional Taskforce on the Homeless of San Diego County, it shall be deemed to  
5           refer to the City of Long Beach;

6           B.     Contractor shall sell, furnish and deliver to the City a HMIS and  
7           data migration services of substantially the same type and kind purchased under  
8           the San Diego County Agreement, except as modified by Exhibit "B" attached hereto  
9           and incorporated by this reference, in an annual amount not to exceed Two-Hundred  
10          Fifty Thousand Dollars (\$250,000), including tax and fees. To the extent that the  
11          San Diego County Agreement and this Agreement are inconsistent, the following  
12          priority shall govern: (1) this Agreement and (2) the San Diego County Agreement.

13          C.     Payment for the HMIS and data migration services purchased  
14          from Contractor by the City shall be made by the City on delivery to and acceptance  
15          of the HMIS and data migration services by the City and submittal of an invoice to  
16          the City. Payment is due thirty (30) days after the date of the invoice.

17          D.     All warranties shall accrue to the City of Long Beach.

18          E.     This Agreement shall be construed in accordance with the laws  
19          of the State of California, and the venue for any legal actions brought by any party  
20          with respect to this Agreement shall be the County of Los Angeles, State of  
21          California for state actions and the Central District of California for any federal  
22          actions.

23                2.     Neither this Agreement nor any money that becomes due to  
24          Contractor under this Agreement may be assigned by Contractor without the prior written  
25          consent of the City Manager or his designee.

26                3.     Any notice given under this Agreement shall be in writing and  
27          personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
28          delivered or mailed to Contractor at the relevant address first stated above, and to the City

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
2 shall be deemed given three days after deposit in the mail.

3 4. The term of this Agreement shall commence upon execution by both  
4 parties, and shall terminate at 11:59 p.m. on July 31, 2021.

5 5. Contractor shall cooperate with the City in all matters relating to self-  
6 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
7 regarding self-accrual.

8 6. This Agreement and all documents which are incorporated by  
9 reference in this Agreement constitute the entire understanding between the parties and  
10 supersede all other agreements, oral or written, with respect to the subject matter of this  
11 Agreement.

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OFFICE OF THE CITY ATTORNEY  
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

BITFOCUS, INC., a Nevada corporation

July 2, 2020

By [Signature]  
Name Robert Herdzik  
Title Chief Executive Officer

July 2, 2020

By [Signature]  
Name Robert Herdzik  
Title Chief Financial Officer

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 13, 2020

By [Signature]  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
~~THE CITY CHARTER~~  
THE CITY CHARTER, 2020.

This Agreement is approved as to form on \_\_\_\_\_, 2020.

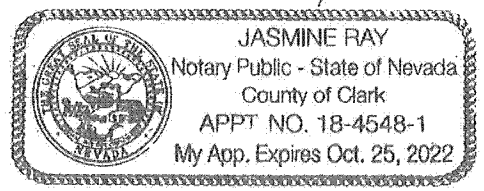
CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

State of Nevada  
County of Clark

This instrument was acknowledged before me on 7/13/2020 by Robert Herdzik

[Signature]



# EXHIBIT "A-1"



**May 7, 2020**

Bitfocus, Inc.  
5940 S Rainbow Blvd Ste 400 #60866  
Las Vegas, Nevada 89118-2507

To Whom It May Concern,

Bitfocus is pleased to support the City of Long Beach in its efforts to use technology, data, and policy to improve its system of care for populations at risk of experiencing homelessness.

For almost 20 years, we have been designing, implementing, and supporting data systems that make life-changing social services possible. Our SaaS HMIS software, Clarity Human Services, is a powerful tool that connects a community's most vulnerable populations to the most effective services and resources available to them—all while streamlining the service provider workflow and providing the analytics necessary to support informed decision-making.

The City has expressed interest in using the Clarity Human Services HMIS. It is our understanding that, due to contingencies created by the outbreak of the COVID-19 virus, the City has elected to adopt the competitive selection and contracting process developed by the San Diego Regional Task Force on the Homeless (RTFH) and contract directly with Bitfocus. To support the City in this effort, assuming a direct procurement process, we agree to extend the terms and pricing rates established in the Bitfocus contract with RTFH to the City of Long Beach.

The City has requested that the governing law provision in the agreement be in accordance with the laws of the State of California and the federal laws of the United States of America, instead of the State of Nevada. We consent to the City's request to make this revision.

We value and appreciate the opportunity to support the City of Long Beach, and look forward to a long and productive partnership. If you have any questions or require additional information, please contact Cameron Shorkey, Director of Business Development, at [camerons@bitfocus.com](mailto:camerons@bitfocus.com) or 800.594.9854 x231.

Sincerely,  
Bitfocus, Inc.

# EXHIBIT "A-2"

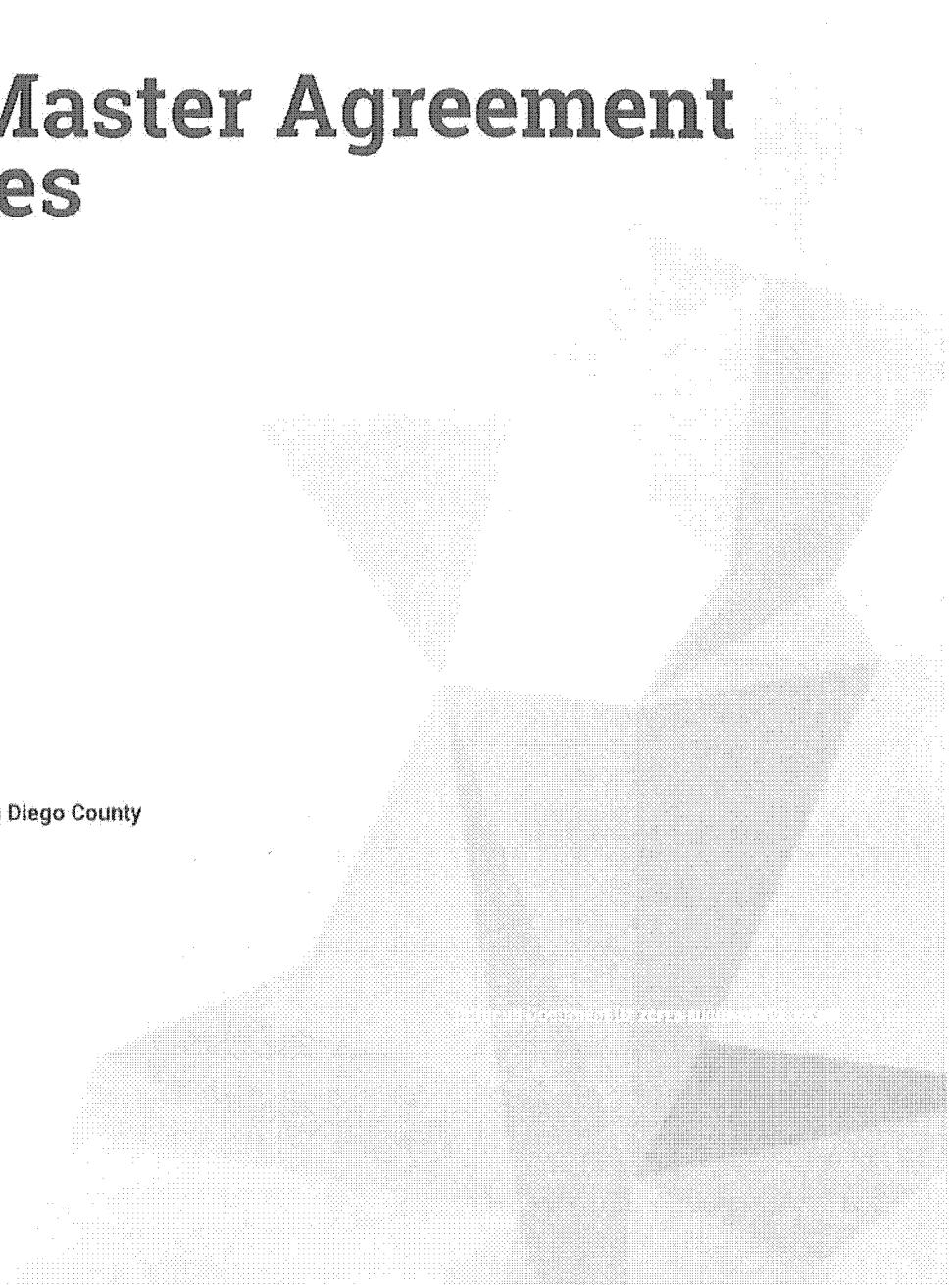


# Bitfocus Master Agreement for Services

**Regional Taskforce on the Homeless San Diego County**

4699 Murphy Canyon Road  
San Diego, California, 92123

Jul 18, 2018





# MASTER AGREEMENT FOR SERVICES BETWEEN BITFOCUS, INC. AND REGIONAL TASKFORCE ON THE HOMELESS SAN DIEGO COUNTY

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This Master Agreement for Services, consisting of this document, the attached Service Agreement(s), and any other documents listed below (collectively, the "Agreement"), is made and entered into by **Bitfocus, Inc. ("Bitfocus")**, a Nevada corporation with a primary mailing address of 548 Market St. #60866, San Francisco, CA 94104; and **Regional Taskforce on the Homeless San Diego County ("RTFH")**, with principal offices at 4699 Murphy Canyon Road, San Diego, California, 92123.

This Agreement governs transactions by which RTFH acquires services from Bitfocus and is effective as of **2018-08-01** (the "Effective Date").

## BACKGROUND

Bitfocus is the owner and operator of Clarity Human Services (the "Clarity HMIS Service") and is the provider of related professional services. RTFH requires services like those provided by Bitfocus and wishes to use the Clarity HMIS Service or related professional services. These services are collectively described in the attached Service Agreement(s) (the "Services"). Bitfocus wishes to provide these Services.

Together Bitfocus and RTFH have agreed to the terms and conditions of this Agreement.

## DEFINITIONS

**Materials** are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Bitfocus may deliver to RTFH as part of a Service. The term "Materials" does not include licensed products available under separate license agreements.

**Service** is the performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as a access to a web application) Bitfocus makes available to RTFH.

## AGREEMENT STRUCTURE



The Agreement consists of this document and Attachments called "Service Agreements" or "Forms" that contain additional terms for Services. Each Service Agreement and Form is made a part of the Agreement by this reference.

Initial Service Agreements include:

- **Attachment A:** Clarity HMIS Service Agreement
- **Attachment B:** Clarity HMIS Implementation Service Agreement
- **Attachment C:** Clarity HMIS Data Migration Service Agreement

Initial Forms include:

- **Form A:** ACH Authorization

A Service becomes subject to this Agreement when Bitfocus accepts the work order by (1) sending RTFH an invoice, (2) executing a Service Agreement with RTFH, or (3) providing the Service.

RTFH accepts the terms in Attachments by (1) signing them; (2) using the Service or allowing others to do so; or (3) making any payment for the Service.

Should document terms conflict, Attachment terms prevail over those of this Agreement.

## GENERAL TERMS

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In consideration of this and the terms and representations contained in this Agreement, Bitfocus and RTFH mutually agree to the following:

### 2.1. THE SERVICES

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#### 2.1.1. PURPOSE AND TERM

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This Agreement sets forth the terms and conditions under which Bitfocus agrees to provide the Services described in the Service Agreement. The Service Agreement may be amended at a later date with the signed written agreement of both Bitfocus and RTFH. This Agreement and the applicable Service Agreement shall remain in effect until terminated as provided herein.

##### 2.1.1.1. Authorized Users



RTFH agrees to abide by the terms and conditions in the attached Service Agreement and Budget and Fee Schedule regarding authorized use of the Services. Unless the attached Service Agreement explicitly specifies otherwise, RTFH is solely responsible for all user identification and password change management.

## 2.1.2. OPERATIONAL CONTROL

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The method and means of providing the Services shall be under the exclusive control, management, and supervision of Bitfocus.

## 2.1.3. TIME OF PERFORMANCE

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For the term of the applicable Service Agreement, Bitfocus will provide the Services in accordance with the applicable Service Levels described in the Service Agreement.

## 2.1.4. NON-EXCLUSIVITY

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Nothing herein shall be deemed to preclude either Bitfocus or RTFH from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by the other party.

## 2.2. TERM AND TERMINATION

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### 2.2.1. TERM

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Unless this Agreement or a Service Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of a Service Agreement (the "Initial Term") starts on **2018-08-02** and continues for thirty-six (36) months thereafter.

Following the Initial Term, a Service Agreement will renew for successive one-year terms, (each, a "Renewal Term") until RTFH provides Bitfocus with written notice of termination; provided, however, that: (a) such notice be given no fewer than ninety (90) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term.

"Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

### 2.2.2. TERMINATION FOR CAUSE

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If either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party



is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or a Service Agreement.

## 2.2.3. PAYMENTS UPON TERMINATION

---

Upon the expiration or termination of this Agreement or a Service Agreement for any reason, RTFH shall pay to Bitfocus all amounts due and payable hereunder.

## 2.2.4. RETURN OF MATERIALS

---

Upon expiration or earlier termination of this Agreement or a Service Agreement, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises.

A copy of RTFH Data will be provided to RTFH upon written request for a fee of \$500 per copy plus applicable delivery charges.

The parties agree to work in good faith to execute the preceding in a timely and efficient manner. This Section shall survive the termination of this Agreement.

## 2.3. SERVICES LEVELS

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### 2.3.1. SERVICE LEVELS REVIEWS

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Bitfocus and RTFH will meet as often as shall be reasonably requested by RTFH, but no more than quarterly, to review the performance of Bitfocus as it relates to the Service Levels further described in Service Agreement. A Meeting shall be deemed Virtual unless otherwise requested by RTFH and approved by Bitfocus at RTFH's sole expense.

### 2.3.2. FAILURE TO MEET SERVICE LEVELS

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As further described in Service Agreement, in the event Bitfocus does not meet any of the requisite Service Levels, Bitfocus shall: (a) reduce the applicable monthly invoice to RTFH by the amount applicable; and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Bitfocus will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.





## 2.6.1. MEANING OF CONFIDENTIAL INFORMATION

---

For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of RTFH, whether marked "Confidential" or not, consists of RTFH information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, RTFH, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

## 2.6.2. OBLIGATION OF CONFIDENTIALITY

---

The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

## 2.6.3. COOPERATION TO PREVENT DISCLOSURE OF CONFIDENTIAL INFORMATION

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Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

## 2.6.4. REMEDIES FOR BREACH OF OBLIGATION OF

## CONFIDENTIALITY

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RTFH acknowledges that breach of RTFH's obligation of confidentiality may give rise to irreparable injury to Bitfocus and the customers of Bitfocus, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Bitfocus may seek and obtain injunctive relief against the breach or threatened breach of the preceding undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of Bitfocus, the immediate termination of this Agreement in whole or in part.

### 2.6.5. SURVIVABILITY

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The provisions of this Section shall survive the termination of this Agreement.

## 2.7. PROPERTY RIGHTS

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### 2.7.1. PRE-EXISTING MATERIALS

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RTFH acknowledges that, in the course of performing the Services, Bitfocus may use software and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Bitfocus.

### 2.7.2. DATA OF RTFH

---

RTFH's information, or any derivatives thereof, contained in any Bitfocus repository (the "RTFH Data," which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of RTFH. RTFH shall be entitled to an export of RTFH Data, upon the request of RTFH and upon termination of this Agreement or a Service Agreement. Bitfocus is provided a license to RTFH Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display RTFH Data only to the extent necessary in the provisioning of the Services.

### 2.7.3. NO LICENSE

---

Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information, Pre-existing Materials, or RTFH Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or RTFH Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or RTFH Data.



## 2.7.4. INTELLECTUAL PROPERTY RIGHTS

---

Bitfocus, as owner/operator of Clarity Human Services shall and does own all titles, rights and interests in all Work Products created by Bitfocus and its subcontractors (collectively "Contractors") and used to provide services to RTFH under this Agreement. Work products commissioned by Bitfocus for use by RTFH shall remain the sole ownership of the Bitfocus.

"Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation, publications, promotional or educational materials, reports, manuals, specifications, drawing and sketches, computer programs, software, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

Bitfocus retains full ownership of, and reserves all rights to, all software and other Work Products developed under this agreement. RTFH agrees to transfer any surviving ownership claims to the service, underlying software or Work Product in their entirety to Bitfocus upon termination of this contract.

## 2.7.5. USE OF WORK PRODUCTS

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RTFH acknowledges that, in the course of performing services, Bitfocus may use publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, marks, logos, graphic designs, notes and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "Work Products") and that same shall remain the sole and exclusive property of Bitfocus.

RTFH's information, or any derivatives thereof, contained in any Bitfocus repository (the "RTFH data", which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of RTFH. Bitfocus is provided a license to RTFH data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display RTFH data only to the extent necessary in the provisioning of the Services.

RTFH shall not dispute or contest, directly or indirectly, the Bitfocus' exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. RTFH hereby assigns, and if later required by the Bitfocus, shall assign to the RTFH all titles, rights, and interests in all Work Products. RTFH shall cooperate and cause subcontractors to cooperate in perfecting Bitfocus' titles, rights, or interests in any Work Product, including prompt execution of documents as presented by Bitfocus.

To the extent any of the Work Products may be protected by U.S. Copyright laws, it is agreed that RTFH commissions Bitfocus to create the copyrightable Work Products, which are intended to be work-made-for-hire for the benefit of RTFH and the copyright of which is vested in Bitfocus.

Except as expressly set forth herein, no license is granted by either party to the other with respect to Confidential Information, Work Products, or RTFH data. Nothing in this agreement shall be construed to grant to either party any ownership or other





interest, in the Confidential Information, Work Products, or RTFH Data, except as may be provided under a license specifically applicable to such Confidential Information, Work Products, or RTFH data.

Bitfocus and RTFH agree that before commencement of any subcontract work it will incorporate this to contractually bind or otherwise oblige its subcontractors and personnel performing work under this agreement such that Bitfocus' titles, rights, and interests in Work Products are preserved and protected as intended herein.

## 2.7.6. SURVIVABILITY

---

The provisions of this Section shall survive the termination of this Agreement.

## 2.8. INFORMATION SECURITY

---

Without limiting Bitfocus' obligation of confidentiality as further described herein, Bitfocus shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Bitfocus, if any, comply with all of the foregoing.

## 2.9. LIMITATION OF LIABILITY

---

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT.

This Section shall survive the termination of this Agreement.

## 2.10. GENERAL

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## 2.10.1. RELATIONSHIP BETWEEN RTFH AND BITFOCUS

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Bitfocus represents and warrants that it is an independent contractor with no authority to contract for RTFH or in any way to bind or to commit RTFH to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of RTFH. Under no circumstances shall Bitfocus, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of RTFH. In recognition of Bitfocus' status as independent contractor, RTFH shall carry no Workers' Compensation insurance or any health or accident insurance to cover Bitfocus or Bitfocus' agents or staff, if any. RTFH shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Bitfocus nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of RTFH.

## 2.10.2. GOVERNING LAW

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This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and the federal laws of the United States of America. RTFH hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of Nevada in all questions and controversies arising out of this Agreement.

## 2.10.3. DISPUTE RESOLUTION

---

In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, RTFH and Bitfocus will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within five (5) working days, or as otherwise agreed, either project manager will have the right to submit the dispute to Bitfocus' director level and RTFH's second vice president level (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue. During the course of these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable in light of the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render non-binding opinions. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. Either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

## 2.10.4. COMPLIANCE WITH LAWS; RTFH POLICIES AND PROCEDURES

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Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Without limiting Bitfocus' other obligations of indemnification herein, RTFH shall defend, indemnify, and hold Bitfocus harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Bitfocus Indemnitee, on account of the failure of RTFH to perform its obligations imposed herein.

## 2.10.5. COOPERATION

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Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Bitfocus will cooperate with any RTFH supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to RTFH, including, without limitation, the Successor Bitfocus. Bitfocus agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

## 2.10.6. FORCE MAJEURE

---

Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Bitfocus fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Bitfocus from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of RTFH Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Bitfocus that result in an outage or inability for RTFH to use the Services shall not constitute a force majeure event.

## 2.10.7. NO WAIVER

---

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision

## 2.10.8. NOTICES

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Any notice given pursuant to this Agreement shall be in writing and shall be given by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

## 2.10.9. COUNTERPARTS; ELECTRONIC SIGNATURE

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This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that an electronic signature may substitute for and have the same legal effect as the original signature.

## 2.11. TERMS OF PAYMENT

---

RTFH shall be responsible for and shall pay to Bitfocus the fees as described in the Agreement and attached Service Agreement(s), subject to the terms and conditions contained therein. Any sum due Bitfocus for Services performed for which payment is not otherwise specified shall be due and payable fifteen ("15") days after receipt by RTFH of an invoice from Bitfocus. RTFH will make payments for the specified Services in accord with the following conditions.

### 2.11.1. MONTHLY INVOICES

---

Bitfocus will send an email invoice to RTFH on the first day of each Month, to be paid within fifteen ("15") days.

### 2.11.2. PAYMENT METHOD (ACH AUTHORIZATION)

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In order to facilitate the payment of obligations under this Agreement, RTFH irrevocably authorizes Bitfocus to initiate debits or credits through the Automated Clearing House (ACH) settlement process or any other wire transfer system in effect for amounts due under this Agreement. RTFH shall execute any and all forms and documentation necessary from time to time to effectuate such automatic debiting.

### 2.11.3. PRO-RATED STANDARD CHARGES

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In cases where services are initiated or terminated on dates other than the first day of the month, RTFH will pay pro-rated Fixed and Variable charges.

### 2.11.4. PAYMENT DEADLINE

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RTFH will make payments on invoices within fifteen ("15") calendar days from the date of email invoice.

## 2.11.5. LATE PAYMENT PENALTY

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Payment Penalty. RTFH will render a Late Payment Penalty of one and a one half percent ("1.5%") interest per month on balances unpaid after the Payment Deadline. Late Payment penalties will be charged to the next invoice for regular service.

## 2.11.6. CANCELLATION OF WORK ORDERS

---

RTFH will pay a reasonable administrative fee for any cancellation of this contract or associated work order prior to delivery of services.

## 2.11.7. TAXES

---

RTFH is responsible for payment of any and all federal, state, and local taxes, charges, or surcharges unless RTFH provides Service Provider with proof of RTFH. RTFH will indemnify Bitfocus for any and all costs, claims, taxes, charges, and surcharges levied against Bitfocus relative to such exempt status.

## 2.11.8. TARIFF APPLICATIONS

---

RTFH acknowledges that the services may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by RTFH. In the event of any conflict between any provision of this Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by a regulatory agency in the exercise of its lawful jurisdiction.



## 2.12. MASTER SIGNATURES PAGE

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### 2.12.1. ENTIRE AGREEMENT

---

This Agreement and its attachments constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between RTFH and Bitfocus as to the subject matter hereof.

This Agreement may only be amended by in writing with the signature of Bitfocus and RTFH.

### 2.12.2. SIGNATURES

---

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

# ATTACHMENT A: CLARITY HMIS SERVICE AGREEMENT

---

This Service Agreement, consisting of this document and any other documents listed below (collectively, the "Service Agreement"), is made and entered into by **Bitfocus, Inc.** ("Bitfocus"), a Nevada corporation with a primary mailing address of 548 Market St. #60866, San Francisco, CA 94104; and **Regional Taskforce on the Homeless San Diego County** ("RTFH"), with principal offices at 4699 Murphy Canyon Road, San Diego, California, 92123.

This Service Agreement is part of and governed by the terms and conditions of the Master Agreement for Services between Bitfocus and RTFH. Bitfocus and RTFH mutually agree to the following:

## 1.1. SERVICES DESCRIPTION

---

Bitfocus agrees to provide authorized end users ("Users") access to and use of its Clarity Human Services application (the "Clarity HMIS Service") subject to the following terms and conditions:

### 1.1.1. NUMBER OF USERS

---

#### 1.1.1.1. Included User Licenses

Access via the internet will be available to a limited number of named users as specified in the *Included User Licenses* table below, with access rights transferable to different users by RTFH:

	Enterprise	Manager	System Administrator
License Description	Includes access and operation at the Enterprise level per each seat	Includes Enterprise level access and operation, with the addition of ability to customize agency preferences, including services and programs of the selected agency. Agency Manager license is required to run Data Analysis Tool.	Includes Enterprise and Manager level access and operation with the addition of System Administration management functions.
Included Help Desk	0 Hours/year	0 Hours/year	30 Hours/year



Hours	749 Users	60 Users	7 Users
<i>Minimum number of contracted users</i>	749 Users	60 Users	7 Users
<i>One-Time Startup cost for each user</i>	\$175	\$250	\$300
<i>Monthly cost per user</i>	\$25	\$55	\$150

### 1.1.1.2. Adding User Licenses

Authorized users may add additional user licenses via the application interface or by contacting Bitfocus. Additional licenses will be invoiced monthly according to the fee schedule in the table above.

### 1.1.1.3. Minimum License Count

For each license type, the total number of user licenses must be equal or greater to the Minimum number of contracted users listed in the *Included User Licenses* table above.

## 1.1.2. NUMBER OF ORGANIZATIONS

---

### 1.1.2.1. Manager User License Requirements

A minimum of one (1) distinct Manager User License is required for each Agency configured in the Clarity HMIS Service.

## 1.1.3. FEATURES AND FUNCTIONALITY

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### 1.1.3.1. Full access to all documented features

RTFH will have full access to and use of all documented features provided in the most recent version of the Clarity HMIS Service. Add-on services may be available and may require additional fees or agreements.

## 1.2. SUPPORT DESCRIPTION

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### 1.2.1. USER MANAGEMENT AND ACCESS RIGHTS

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Unless specified in writing, RTFH is responsible for data sharing settings, user access, and security rights; including the ongoing adjustment and maintenance of these settings.

## 1.2.2. PRODUCT SUPPORT

---

### 1.2.2.1. Limited to Named System Administrators

Phone and e-mail support is provided to licensed System Administrator users as part of the Clarity HMIS Service. This support is provided to the System Administrator for the explicit purpose of assisting RTFH to understand and utilize existing system features and capacities. Without a separate agreement, Bitfocus will not work directly with end-users. This will be the responsibility of local System Administrators.

### 1.2.2.2. Scope of Included Services

Unless otherwise specified in other parts of this Agreement, these services do not include custom system adjustments, development of reports, post-setup system configuration, data conversion and migration, on-site services, or the actual use or application of system features and capacities on behalf of the user. (e.g., users will be assisted concerning use of features and capacities, but Bitfocus will not actually use them on behalf of the RTFH). Technical/Product support will not take the place of the RTFH taking advantage of adequate Bitfocus training.

### 1.2.2.3. Support Response Time

Bitfocus will be available during normal business hours for both Operational and Technical support. Unless specific arrangements are made, after hours and weekend support will not be available. These calls may require contacting an on-call representative who will be able to assist you or make arrangements to provide needed assistance. An after hours contingency plan can be arranged through a support agreement.

## 1.2.3. CONTINUITY OF SERVICE

---

Our standard arrangements provide continuous service twenty-four ("24") hours a day for seven ("7") days a week, and guaranteed continuous service between the hours of 5 AM and 9 PM PST during the common Monday to Friday workweek. We guarantee, in accord with the remedies stated below, that the Clarity HMIS Service will be available with a Monthly Uptime Percentage of at least 99.9% during any monthly billing cycle.

Outage time is defined as the length of time elapsed from when Bitfocus is notified of the problem to the point of time that the problem is remedied. Remedies for outage time longer than these parameters will be a refund or credit equal to one hundred (100) percent of the cost of the percent of outage time (calculated as percent outage out of total charge for month of outage).





Clarity User License Subscriptions	Qty	Unit Cost	Discount
Clarity Enterprise Users	749	\$25.00	61.54%
Clarity Manager Users	60	\$55.00	45.00%
Clarity Administrator Users	7	\$150.00	0.00%

Annual Recurring Pricing		Monthly	Annually
<b>Clarity Enterprise Seats</b>	Includes access and operation at the Enterprise level per each seat	\$18,725.00	\$224,700.00
Donated Licenses	To help facilitate San Diego's transition to Clarity Human Services, Bitfocus is donating a total of 180 Enterprise User Licenses throughout the first term of the contract	<del>\$4,500.00</del>	<del>\$54,000.00</del>
<b>Clarity Manager Seats</b>	Includes Enterprise level access and operation, with the addition of ability to customize agency preferences, including services and programs of the selected agency. Agency Manager license is required to run Data Analysis Tool	\$3,300.00	\$39,600.00
<b>Clarity Administrator Seats</b>	Includes Enterprise and Manager level access and operation with the addition of System Administration management functions. (Includes 30 Hours of Advanced Technical Assistance per year).	\$1,050.00	\$12,600.00
Training Site License	A shared Clarity Training Web Site provides a separate environment for training purposes and is an important part of any Clarity installation.	\$250.00	\$3,000.00
Data Integration Tool <i>(Optional - Included)</i>	Allows for data import tool access, allowing for importing into the Clarity Human Services platform. Billed monthly at \$600.00 Monthly.	\$600.00	\$7,200.00
Data Analysis Tool (Base) <i>(Optional - Included)</i>	Data Analysis Ad-Hoc Query tool. Allows simple data mining through an intuitive drag and drop interface to assist in analyzing data.	\$500.00	\$6,000.00
Customer Data Model	The Customer Data Model provides direct access to client records using a dedicated, realtime replica of your Clarity Human Services database	\$630.00	\$7,560.00
		\$20,555.00	\$246,660.00

One-Time User License Configuration				
Item	Description	Unit	Unit Cost	Total
Enterprise Setup	Enterprise User Seat Licensing Setup Fee	749	\$175.00	\$131,075.00
Manager Setup	Agency Manager User Seat Licensing Setup Fee	60	\$250.00	\$15,000.00
Administrator Setup	Administrator User Seat Licensing Setup Fee	7	\$300.00	\$2,100.00
				\$148,175.00

One-Time Setup & Implementation Fees		
Item	Description	Cost
License Configuration Fee	One Time License Configuration Fees	\$148,175.00
System Admin Training	System Administration Training	\$5,000.00
	Records	Cost
Data Migration	Data import of client records from legacy system (HUD XML/CSV, Client Assessments)	\$40,000.00
	Agencies	Cost
Implementation Service	Co-Development Implementation/Configuration (20% of total program assembly)	\$82,525.00
		\$275,700.00

Total Year One - Annual Licensing + License Configuration + Implementation Fees (Not to exceed)	
Annual Recurring Pricing	\$246,660.00
One Time Setup and Implementation Fees	\$275,700.00
	\$522,360.00

Total Year Two & Subsequent Years	
Annual Recurring Pricing	\$246,660.00
	\$246,660.00

## 1.3.1. ADDITIONAL SERVICES

---

All work beyond the scope of this Agreement requires the execution of a separate Statement of Work. Fees for additional services outside of this Agreement are subject to change at any time and without notice.

## 1.3.2. RECOVERY SERVICES

---

Bitfocus will perform data recovery services without charge for data loss or damage resulting only from failures of software and equipment provided by Bitfocus. Loss due to RTFH error will be charged to RTFH. In the event of a disaster related system failure, Bitfocus will be prepared to provide the following recovery services:

- *Secure and Assess Data.* Immediate priority will be to secure the most recent version of data, consult to determine guidelines for assessing quality, and running tests to determine the status of data.
- *Restore Data as Necessary.* If necessary, backup data will be used to restore all or part of the most recent data.
- *Reinstate or Setup New Hosting Site.* Pending options and needs, a functioning system will be reinstated at the original or a new host site.

## 1.4. RTFH INFRASTRUCTURE REQUIREMENTS

---

RTFH will be responsible for ensuring that users have the appropriately configured hardware, software, and communication lines required for system use. Minimum requirements are as follows:

### 1.4.1. BROWSER REQUIREMENTS

---

The Clarity HMIS Service requires the latest release of one of the following browsers: Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, or Apple Safari.

### 1.4.2. MINIMUM HARDWARE REQUIREMENTS

---

Intel or AMD dual core processor (or newer) that supports SSE2. 1GB of RAM. 500MB of hard drive space.

### 1.4.3. SYSTEM REQUIREMENTS

---

Unless otherwise agreed in writing, RTFH will use or provide equipment compatible with the Clarity HMIS Service and Bitfocus network and facilities. RTFH will bear the cost of any additional protective apparatus reasonably required to be installed



because of the use of Bitfocus' network or facilities by RTFH, lessees or assignees.

## 1.4.4. BANDWIDTH

---

For each user connecting over a given line there must be at least 20 Kbps of bandwidth available for the user. This means that if a given site has 20 users, there would need to be at least 400 Kbps of bandwidth available to access Services. Be sure to take into account any other traffic that may be using the same connection. Other traffic would include that used by email, web access, and web serving.

## 1.4.5. PERFORMANCE

---

RTFH acknowledges that the minimum system requirement may result in minimum system performance. Service Provider will not be responsible for unreliable or low performance resulting from RTFH technological infrastructure.

## 1.4.6. NON-INTERFERENCE WITH MAINTENANCE AND UPGRADING OF FACILITIES AND RESOURCES

---

RTFH use of the Services provided herein and any equipment associated therewith will not:

- Interfere with or impair services over Bitfocus' network or facilities
- Cause damage of any nature to Bitfocus' assets
- Be used to frighten, abuse, torment or harass another
- Create hazards to property or persons

## 1.4.7. SPECIAL SERVICES

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Invoices and payments for any services beyond those specified in this Agreement will be managed separately from those of standard monthly services.

## 1.5. INITIATION OF SERVICES

---

### 1.5.1. START DATE

---

Startup activities will be initiated upon receipt of the initial payment and fully executed Agreement.

### 1.5.2. START-UP FEES



**Bitfocus**

8000 E. 1st Avenue, Suite 100, Denver, CO 80231, USA | Phone: 303.733.1111 | Fax: 303.733.1112



## 1.6. SIGNATURES PAGE

---

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

**Signature:** Gordon D. Walker  
Gordon D. Walker (Aug 22, 2018)

**Email:** Gordon.walker@rtfhdsd.org

**Company:** Regional Task Force on the Homeless

Gordon D. Walker

CEO

Aug 22, 2018

**Signature:** 

**Email:** robh@bitfocus.com

**Company:** Bitfocus

Robert Herdzik

Founder & CEO

Aug 22, 2018

# ATTACHMENT

## B: CLARITY HMIS IMPLEMENTATION SERVICE AGREEMENT

---

This Service Agreement, consisting of this document and any other documents listed below (collectively, the "Service Agreement"), is made and entered into by **Bitfocus, Inc.** ("Bitfocus"), a Nevada corporation with a primary mailing address of 548 Market St. #60866, San Francisco, CA 94104; and **Regional Taskforce on the Homeless San Diego County** ("RTFH"), with principal offices at 4699 Murphy Canyon Road, San Diego, California, 92123.

This Service Agreement is part of and governed by the terms and conditions of the Master Agreement for Services between Bitfocus and RTFH. Bitfocus and RTFH mutually agree to the following:

### 1.1. SERVICES DESCRIPTION

---

#### 1.1.1. RTFH RESPONSIBILITIES

---

This Service Agreement includes a package of services intended to support RTFH System Administrators in the initial implementation of Clarity Human Services (collectively, the "Clarity HMIS Implementation Service").

##### 1.1.1.1. System Configuration and Administration

The Clarity HMIS Implementation Service supports but does not replace the work and responsibilities of RTFH in configuring their Clarity Human Services system. RTFH is solely responsible for the configuration and administration of the Clarity HMIS Service.

##### 1.1.1.2. Accurate and Complete Information

During the implementation process, Bitfocus will help RTFH complete a system inventory and collect the information required to configure the Service. RTFH is responsible for providing the information required in a full and accurate manner. Bitfocus is not responsible for the consequences of errors or omissions by RTFH or other parties.

### 1.1.2. CLARITY HMIS IMPLEMENTATION SERVICE TERMS

---





### 1.1.2.1.1. Designate Project Lead

RTFH will name an individual to serve on their behalf as the designated project lead and primary point of contact for the Clarity HMIS Implementation Service (the "Project Lead"). The Project Lead shall have the authority to make configuration decisions, approve work product, and commit RTFH to these decisions.

### 1.1.2.2. Requires the Clarity HMIS Service

The Clarity HMIS Implementation Service requires a separate Service Agreement for the Clarity HMIS Service.

### 1.1.2.3. Event Participation

Unless otherwise noted, participation in training, planning or other implementation events is limited to licensed System Administrator users.

### 1.1.2.4. Remote Delivery

The Clarity HMIS Implementation Service is delivered remotely, during standard business hours. Bitfocus will choose and provide an online meeting platform for this purpose.

## 1.1.3. INCLUDED SERVICES

---

### 1.1.3.1. Project Management

Bitfocus will provide a basic project plan and related project management services to support RTFH in its implementation of Clarity Human Services.

#### 1.1.3.1.1. Project Management Platform

Bitfocus will provide a System Administration training for licensed System Administrator users. The training will be delivered remotely using an online meeting platform chosen and provided by Bitfocus.

Bitfocus will provide an online project management tool to coordinate the Clarity HMIS Implementation Service. This tool will be the primary platform for project communication and tracking progress.

#### 1.1.3.1.2. System Inventory and Configuration Consultation





Startup activities will be initiated upon receipt of payment and fully executed Agreement.

## 1.2.2. FULL PAYMENT DUE

---

Initiation of services requires advance payment of all fees included in this Service Agreement. Bitfocus must receive payment before startup activities will be initiated.

## 1.2.3. RTFH RESPONSIBLE FOR CONFIGURATION AND SYSTEM ADMINISTRATION OF THE SERVICE

---

The Clarity HMIS Service is a Commercial Off The Shelf (COTS) software provided as a service to RTFH. Absent (a) separate Service Agreement(s), RTFH is solely responsible for the configuration and administration of the Clarity HMIS Service.

### 1.2.3.1. Data Migration Services Require Separate Service Agreement

This Service Agreement covers only the standard Clarity HMIS Implementation Service and does not include Data Migration services provided by Bitfocus. These and any other Bitfocus Professional Services require (a) separate Service Agreement(s).



## 1.3. SIGNATURES PAGE

---

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

# ATTACHMENT

## C: CLARITY HMIS LEGACY DATA MIGRATION SERVICE AGREEMENT

---

This Service Agreement, consisting of this document and any other documents listed below (collectively, the "Service Agreement"), is made and entered into by **Bitfocus, Inc.** ("Bitfocus"), a Nevada corporation with a primary mailing address of 548 Market St. #60866, San Francisco, CA 94104; and **Regional Taskforce on the Homeless San Diego County** ("RTFH"), with principal offices at 4699 Murphy Canyon Road, San Diego, California, 92123.

This Service Agreement is part of and governed by the terms and conditions of the Master Agreement for Services between Bitfocus and RTFH. Bitfocus and RTFH mutually agree to the following:

### 1.1. SERVICES DESCRIPTION

---

#### 1.1.1. CLARITY HMIS DATA MIGRATION SERVICE TERMS

---

##### 1.1.1.1. Requires the Clarity HMIS Service

The Clarity HMIS Data Migration Service requires a separate Service Agreement for the Clarity HMIS Service.

##### 1.1.1.2. Requires the Clarity HMIS Implementation Service

The Clarity HMIS Legacy Data Migration Service requires a separate Service Agreement for the Clarity HMIS Implementation Service or written waiver from Bitfocus that professional implementation services are not required to support the Data Migration. This Service Agreement is dependent on the Clarity HMIS Implementation Service, and implementation delays and errors may result in Data Migration delays, errors, or omissions.

##### 1.1.1.3. RTFH Responsibilities

###### 1.1.1.3.1. Complete and Accurate Export File

RTFH will provide Bitfocus with an accurate and complete export of the legacy data to be imported into Clarity human Services.



The export will be provided in the current version of the HUD HMIS CSV standards as published at: <https://hudhdx.info/VendorResources.aspx>.

RTFH is solely responsible for the data quality of the export file, including any errors, omissions, and/or duplicates.

### 1.1.1.3.2. Timely Review of Migrated Data

Bitfocus will provide RTFH with the opportunity to review, test and approve migrated data on a test system before it is implemented into their production environment. RTFH is responsible for reviewing and approving the proposed migration and will bear the cost of any corrections or modifications of the data after the final import.

## 1.2. ADDITIONAL SERVICES

---

All work beyond the scope of this Agreement requires the execution of a separate Statement of Work. Fees for additional services outside of this Agreement are subject to change at any time and without notice.

## 1.3. INITIATION OF SERVICES

---

### 1.3.1. START DATE

---

Startup activities will be initiated upon receipt of payment and fully executed Agreement.

### 1.3.2. FULL PAYMENT DUE

---

Initiation of services requires advance payment of all fees included in this Service Agreement. Bitfocus must receive payment before startup activities will be initiated.

### 1.3.3. RTFH RESPONSIBLE FOR ON-GOING CONFIGURATION AND SYSTEM ADMINISTRATION OF THE SERVICE

---

The Clarity HMIS Service is a Commercial Off The Shelf (COTS) software provided as a service to RTFH (SaaS). Absent (a) separate Service Agreement(s), RTFH is solely responsible for the configuration and administration of the Clarity HMIS Service.

#### 1.3.3.1. Additional Services Require Separate Service Agreement



This Service Agreement covers only the one-time migration of data from the legacy data system to the Clarity HMIS Service. It does not include either future Data Migration or Implementation Services. These and any other Bitfocus Professional Services require a separate Service Agreement.



## 1.4. SIGNATURES PAGE

---

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.





# FORM A: ACH AUTHORIZATION

---

I (we) hereby authorize **Bitfocus, Inc.** ("**Bitfocus**") to initiate entries to my ("our", "**RTFH**") checking/savings accounts at the financial institution listed below (the "**Financial Institution**"), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Bitfocus is notified by RTFH in writing to cancel it in such time as to afford Bitfocus and the Financial Institution a reasonable opportunity to act on it.

*Name of Financial Institution*

*Routing Number*

*Account Number*

*Authorized Signature*



# EXHIBIT “B”



# City of Long Beach CoC - HMIS (CA-606)

City of Long Beach  
1301 W. 12th Street  
Long Beach, CA 90813  
United States

Reference: 20200508-165831411  
Prepared: May 8, 2020  
Expires: January 1, 2021  
Prepared by: Cameron Shorkey  
Solutions Consultant  
camerons@bitfocus.com  
+1 (800) 594-9854

## Products & Services

Item & Description	Quantity	Unit Price	Total
Licensing: Enterprise User Enterprise User License Count: 130 Per-User Monthly Rate: \$40.00	130	\$780.00 / year	\$39,000.00 / year after \$62,400.00 discount for 1 year
Licensing: Manager User Manager User License Count: 50 Per-User Monthly Rate: \$55.00	50	\$1,080.00 / year	\$33,000.00 / year after \$21,000.00 discount for 1 year
Licensing: Administrator User System Administrator User License Count: 4 Per-User Monthly Rate: \$150.00	4	\$1,800.00 / year	\$7,200.00 / year for 1 year
Data Integration Tool (DIT)	1	\$7,200.00 / year	\$7,200.00 / year for 1 year
Data Analysis Tool (System)	1	\$6,000.00 / year	\$6,000.00 / year for 1 year
Training Site License	1	\$3,000.00 / year	\$3,000.00 / year for 1 year
License Activation: Enterprise	130	\$175.00	\$22,750.00

License Activation: Manager	50	\$250.00	\$12,500.00
License Activation: Administrator	4	\$300.00	\$1,200.00
Training: System Administration Training	1	\$5,000.00	\$5,000.00
Data Import from Legacy System	1	\$40,000.00	\$40,000.00
Implementation and Configuration Consulting	1	\$20,000.00	\$20,000.00

### Subtotals

Annual subtotal \$95,400.00  
after \$83,400.00 discount

One-time subtotal \$101,450.00

**Total \$196,850.00**

### Purchase Terms

Bitfocus agrees to honor the rates established in its contract with the San Diego Regional Task Force on Homelessness (RTFH) assuming a direct procurement process.

### Questions? Contact me



Cameron Shorkey  
Solutions Consultant  
camerons@bitfocus.com  
+1 (800) 594-9854

Bitfocus  
5940 S Rainbow Blvd, Ste 400 #60866  
Las Vegas, Nevada 89118-2507  
United States